

BILL NO. S-75-10- 31.

SPECIAL ORDINANCE NO. S- 224-75.

AN ORDINANCE approving a Agreement for Sewer  
Extension to serve Perry Hill School

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contract dated September 29, 1975, between  
the City of Fort Wayne, by and through its Mayor and the Board of Public Works  
and NORTHWEST ALLEN COUNTY SCHOOLS, for:

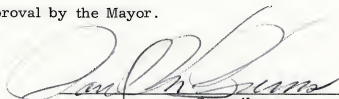
Construction of approximately 7800 feet of gravity sewer in the  
following described area:

A Parcel of land located in the Northeast one-quarter of Section  
28, Township 32 North, Range 12 East, Allen County, Indiana,  
more particularly described as follows, to-wit:

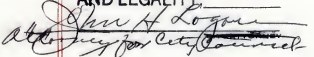
Commencing at the Northeast corner of Section 28, Township 32  
North, Range 12 East, Allen County, Indiana; thence South a  
distance of 408.03 feet along the East line of Section 28; thence  
by a deflection right of 90 degrees 8 minutes a distance of 400.0  
feet to the point of beginning. Beginning at the above described  
point; thence continuing West along the last described line a dis-  
tance of 421.5 to an iron pin; thence by a deflection right of 89  
degrees 52 minutes a distance of 260.0 feet to an iron pin; thence  
by a deflection left of 89 degrees 52 minutes a distance of 946.5 feet  
to an iron pin; thence by a deflection left of 90 degrees 8 minutes  
a distance of 1035.4 feet to an iron pin; thence by a deflection  
left of 89 degrees 52 minutes a distance of 1368.0 feet to an iron  
pin; thence by a deflection left of 90 degrees 8 minutes a distance  
of 775.4 feet parallel to the said East line of Section 28 to the point  
of beginning, containing 30.0 acres of land more or less

for a cost to City Utilities of \$6,000.00, all as more particularly set forth in said  
Agreement, which is on file in the Office of the Board of Public Works and is  
by reference incorporated herein, made a part hereof and is hereby in all things  
ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY

  
Dan H. Loggins  
Atty. Gen. for City Council

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 10-14-75

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>    </u>	<u>    </u>	<u>1</u>	<u>    </u>
BURNS	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
HINGA	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
KRAUS	<u>    </u>	<u>    </u>	<u>    </u>	<u>✓</u>	<u>    </u>
MOSES	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
NUCKOLS	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
SCHMIDT, D.	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
SCHMIDT, V.	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
STIER	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
TALARICO	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>

DATE: 10-28-75

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-224B on the 28th day of October, 1975.

ATTEST:  
Charles W. Westerman  
CITY CLERK

(SEAL)

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of October, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 29th day of October, 1975, at the hour of 1:00 o'clock P. M., E.S.T.

[Signature]  
MAYOR

Bill No. S-75-10-31

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving an Agreement for Sewer Extension to serve Perry Hill School

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance 20 PASS.

Paul M. Burns - Chairman

Donald J. Schmidt - Vice-Chairman

Winfield C. Moses, Jr.

William T. Hinga

Eugene Kraus, Jr.

*Paul M. Burns*  
*D. Schmidt*  
*Winfield C. Moses Jr.*  
*William T. Hinga*

10-28-75  
DATE 10-28-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

62-276-9 9/27/75

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made this 29 day of September, 1975, by and between NORTHWEST ALLEN COUNTY SCHOOLS, hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City."

W I T N E S S E T H :

WHEREAS, the Developer will cause to be constructed approximately 7800 feet of gravity sewer hereinafter referred to as "Sewer," in strict compliance with approved engineering plans and specifications submitted by Coil Engineers, the title sheet of which is made a part of this Agreement, and being approved by the Water Pollution Control Engineering Department, and,

WHEREAS, said Sewer follows the route more particularly described as follows: (See Exhibit B), and,

WHEREAS, said Sewer has been oversized to serve areas other than those owned by the Developer, and,

WHEREAS, the Developer will secure all the necessary easements which will be to the benefit of the City free of any encumbrances for the construction and maintenance of said Sewer, and,

WHEREAS, Developer agrees that the construction of said Sewer must be inspected by City representatives and said inspection cost will be the responsibility of Developer, and,

WHEREAS, the Developer will pay for the total cost to construct said Sewer as it pertains to the below described benefited area. No charge or assessment is made by this Agreement against the below described real estate, for the construction of said Sewer only

as to such standard tap-in, inspection fees, and monthly sewage treatment charges, as are customarily charged by City for connections to the City sewer mains and treatment of sewage therefrom, and,

WHEREAS, the benefited area of the Developer consists of 30 acres, more particularly described as follows:

A Parcel of land located in the Northeast one-quarter of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 28, Township 32 North, Range 12 East, Allen County, Indiana; thence South a distance of 408.03 feet along the East line of Section 28; thence by a deflection right of 90 degrees 8 minutes a distance of 400.0 feet to the point of beginning. Beginning at the above described point; thence continuing West along the last described line a distance of 421.5 to an iron pin; thence by a deflection right of 89 degrees 52 minutes a distance of 260.0 feet to an iron pin; thence by a deflection left of 89 degrees 52 minutes a distance of 946.5 feet to an iron pin; thence by a deflection left of 90 degrees 8 minutes a distance of 1035.4 feet to an iron pin; thence by a deflection left of 89 degrees 52 minutes a distance of 1368.0 feet to an iron pin; thence by a deflection left of 90 degrees 8 minutes a distance of 775.4 feet parallel to the said East line of Section 28 to the point of beginning, containing 30.0 acres of land more or less.

NOW, THEREFORE, IN CONSIDERATION OF the required oversizing cost of said Sewer, the City will credit the Developer all its area connection fees, which have been established by Board of Public Works, Resolution #61-140-11, on the aforescribed 30-acre tract which represents the area for the Developer's proposed school of \$15,000.00; and,

The City will pay the Developer in addition to the above-mentioned credit an additional lump sum of \$6,000.00 for its required oversizing cost of said Sewer upon the satisfactory completion and acceptance of said Sewer; and,

The Developer shall furnish a satisfactory Performance and Guaranty Bond for the value of the Sewer which shall guarantee said Sewer against any defects for a period of one (1) year from the date of final acceptance of said Sewer by the City.

The Developer in consideration of the above mentioned credit shall convey to the City all rights and interest to said Sewer, and does herein grant to the City any and all rights to establish both area and local connection fees into said Sewer for the serviceable area as shown on Exhibit "A", which were adopted on the 26th day of September, 1974, Resolution #61-140-11 by the Board of Public Works being recorded instrument number H-7376, and the Developer for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "City" of any territory now or hereafter owned by him, as described in legal description herein, or hereafter served by said sewer or any extension thereof, and,

In further consideration and to induce "City" to execute and ratify this Contract, said "Developer" for himself, his successors and assigns, agrees by this Contract to vest in "City" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate noted in the legal description herein, and,

The Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the "Developer," his successors or assigns transferring or conveying any interest or title in and to any of the real estate described in legal description herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the

acceptance of the delivery of any such instrument from the "Developer," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title, and,

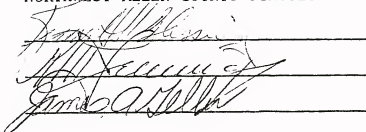
The "Developer" further agrees to record an executed copy of this Contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of "City" as hereinafter provided, and,

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "City," who connect into the sewer constructed hereunder, shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "City" of such land or of the territory in which it is located or of the area served by said sewer, and,

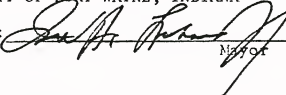
It is understood and agreed by both the Developer and the City that this Agreement is in all respects subject to approval by the Common Council by the City of Fort Wayne and a duly adopted ordinance, and if such ordinance is not adopted within 90 days after executed thereof, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement on the day and year first above written.

DEVELOPER:  
NORTHWEST ALLEN COUNTY SCHOOLS



CITY OF FORT WAYNE, INDIANA

By:  Mayor

BOARD OF PUBLIC WORKS

By: \_\_\_\_\_

ATTEST:

*Edna L. Smith*  
Clerk

*Carl E. O'Neal*  
*Boyle L. Davis*  
\_\_\_\_\_

SEP 29 1975

Approved as to form and  
legality:

*[Signature]*  
Associate City Attorney

This instrument prepared by Philip H. Larmore of the law firm of  
Adair, Perry, Beers, McAlister & Mallers, attorneys for Northwest  
Allen County Schools.



STATE OF INDIANA    )  
                              ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for Allen County, Indiana, personally appeared \_\_\_\_\_

representatives for Northwest Allen County Schools, who acknowledged the execution of the foregoing Agreement for \_\_\_\_\_ as and for \_\_\_\_\_ voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF INDIANA    )  
                              ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for Allen County, Indiana, personally appeared the within named Board of Public Works of the City of Fort Wayne by Edna L. Smith, Clerk of said Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing Agreement for and on behalf of said Board and by its authority.

WITNESS my hand and Notarial Seal this 29 day of September, 1975.

My Commission Expires: \_\_\_\_\_

March 6, 1976

Anne J. Fox  
Notary Public



SERVICEMAN  
EXHIBIT "A"

Exhibit: A

The following described real estate located in Allen County, Indiana:

A permanent easement, 20 feet in width, which lies 10 feet on either side of the following-described line:

Commencing at a point located 30 feet East of the centerline of State Road #327 (West line of Section 27, Township 32 North, Range 12 East, Allen County, Indiana) and 25 feet South of the centerline of the Roy Delagrangre Ditch as determined by the existing bridge; thence North 89 degrees, 24 minutes East a distance of 290.0 feet; thence North 33 degrees, 24 minutes East a distance of 45.0 feet to the South line of the Goodrich property and the point of beginning.

Beginning at the above-described point; thence continuing North 33 degrees, 24 minutes East a distance of 111.0 feet; thence South 87 degrees, 6 minutes East a distance of 859.5 feet; thence North 0 degrees, 46 minutes East a distance of 101.6 feet; thence North 89 degrees, 5 minutes East a distance of 16.0 feet to the property line between Goodrich and Standard Land Corporation (Macke Development).

AND

A permanent easement, 20 feet in width, which lies 10 feet on either side of the following-described line:

Commencing at that point located 30 feet East of the centerline of State Road #327 (West line of Section 27, Township 32 North, Range 12 East, Allen County, Indiana) and 25 feet South of the

Exhibit B

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centerline of the Roy Delagrangre Ditch as determined by the existing bridge; thence North 89 degrees 24 minutes East a distance of 290.0 feet; thence North 33 degrees 24 minutes East a distance of 156.0 feet; thence South 87 degrees 6 minutes East a distance of 859.5 feet; thence North zero degrees 46 minutes West a distance of 101.6 feet thence North 89 degrees 5 minutes East a distance of 16.0 feet to the West line of the Standard Land Corporation (Macke Development) property and the point of beginning.

Beginning at the above-described point; thence continuing North 89 degrees 5 minutes East a distance of 224.0 feet; thence North 81 degrees 24 minutes East a distance of 150.0 feet; thence South 79 degrees 57 minutes East a distance of 125.3 feet; thence North 81 degrees 14 minutes East a distance of 228.7 feet; thence North 42 degrees 17 minutes East a distance of 289.5 feet to the property line between Standard Land Corporation (Macke Development) and Diversified Utilities.

AND

A permanent easement, 20 feet in width, which lies 10 feet on either side of the following-described line:

Commencing at a point located 30 feet East of the centerline of State Road #327 (West line of Section 27, Township 32 North, Range 12 East, Allen County, Indiana) and 25 feet South of the centerline of the Roy Delagrangre Ditch as determined by the existing bridge; thence North 89 degrees 24 minutes East a distance of 290.0 feet; thence North 33 degrees 24 minutes East a distance of 156.0 feet; thence South 87 degrees 06 minutes East a distance of 859.5 feet; thence North 0 degrees 46 minutes West a distance of 101.6 feet; thence North 89 degrees 05 minutes East a distance of 240.0 feet; thence North 81 degrees 24 minutes East a distance of 150.0 feet; thence South 79 degrees 57 minutes East a distance of 125.3 feet; thence North 81 degrees 14 minutes East a distance of 228.7 feet; thence North 42 degrees 17 minutes East a distance of 289.5 feet to the West line of the Diversified Utilities property and the point of beginning.

Beginning at the above-described point; thence continuing North 42 degrees 17 minutes East a distance of 94.0 feet; thence approximately North 85 degrees 55 minutes East a distance of approximately 160.0 feet to the terminal manhole of the City of Fort Wayne Interceptor sewer, as said terminal manhole has been or shall be located by the City of Fort Wayne.

AND

A permanent easement 20 feet in width, which lies 10 feet on either side of the

following-described line:

Beginning at a point located on the East-West centerline of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, and 155.4 feet West of the centerline of the Roy Delagrang Ditch as determined by the existing bridge; thence South 1 degree 10 minutes 30 seconds East a distance of 22.0 feet; thence North 88 degrees 41 minutes 30 seconds East a distance of 141.5 feet; thence South 13 degrees 4 minutes 50 seconds East a distance of 284.0 feet to the property line between Neumann and Lenington.

AND

A permanent easement, 20 feet in width, which lies 10 feet on either side of the following-described line:

Commencing at a point located 30 feet West of the centerline of State Road #327 (East line of Section 28, Township 32 North, Range 12 East, Allen County, Indiana and 25.0 feet South of the centerline of the Roy Delagrang Ditch as determined by the existing bridge; thence South 89 degrees 24 minutes West a distance of 89.0 feet; thence North 68 degrees 30 minutes West a distance of 400.0 feet; thence North 59 degrees 21 minutes West a distance of 400.0 feet; thence North 18 degrees 55 minutes West a distance of 300.0 feet; thence North 12 degrees 14 minutes West a distance of 379.0 feet to the property line between Pulfer and Lenington, being the point of beginning.

Beginning at the above described point; thence continuing North 12 degrees 14 minutes West a distance of 21.0 feet; thence North 4 degrees 54 minutes 30 seconds East a distance of 250.0 feet; thence North 13 degrees 04 minutes 30 seconds West a distance of 765.0 feet to the property line between Lenington and Neumann.

AND

A permanent easement, 20 feet in width, which lies 10 feet on either side of the following-described line:

Beginning at a point located 30 feet West of the centerline of State Road #327 (East line of Section 28, Township 32 North, Range 12 East, Allen County, Indiana) and 25.0 feet South of the centerline of the Roy Delagrang Ditch as determined by the existing bridge; thence South 89 degrees 24 minutes West a distance of 89.0 feet; thence North 68 degrees 30 minutes West a distance of 400.0 feet;

thence North 59 degrees 21 minutes West a distance of 400.0 feet; thence North 18 degrees 55 minutes West a distance of 300.0 feet; thence North 12 degrees 14 minutes West a distance of 379.0 feet to the property line between Pulfer and Lenington.

AND

A permanent easement 20 feet in width, which lies 10.0 feet on either side of the following-described line:

Beginning at a point located on the East-West centerline of Section 28, Township 32 North, Range 12 East, Allen County, Indiana (centerline of Union Chapel Road) and 155.4 feet West of the centerline of the Roy Delagrang Ditch as determined by the existing bridge; thence North 1 degree 10 minutes 30 seconds West a distance of 1329.2 feet to the property line between Waters and Northwest Allen County Schools.

AND

A permanent easement, 20 feet in width, which lies 10 feet on either side of the following-described line:

Beginning at a point located 30 feet East of the centerline of State Road #327 (West line of Section 27, Township 32 North, Range 12 East, Allen County, Indiana) and 25 feet South of the centerline of the Roy Delagrang Ditch as determined by the existing bridge; thence North 89 degrees 24 minutes East a distance of 290.0 feet; thence North 33 degrees 24 minutes East a distance of 45.0 feet to the Eastward extension of the centerline of the Roy Delagrang Ditch which is the property line between Keller and Heffelfinger (Goodrich).

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers an Agreement for Sewer Extention between the City of Fort Wayne and Northwest Allen County Schools to serve Perryhill School. Construction will consist of approximately 7800 feet of gravity sewer. The City has asked the Developer to oversize the sewer for use by other areas than the school. Therefore the City is purchasing said sewer from the Developer for \$21,000.00. The Developer is being assessed \$15,000.00 for tap in fees, thereby the City still owes the Developer \$6,000.00 to purchase said sewer.

EFFECT OF PASSAGE Construction of sewer to serve Perryhill School

EFFECT OF NON-PASSAGE Proposed school will not have adequate sewer facilities

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$6,000.00 cost to City Utilities

ASSIGNED TO COMMITTEE

city utilities  
Public Works JS